

Panaji, 14th August, 1997 (Sravana 23, 1919)

SERIES II No. 20

OFFICIAL GAZETTE



GOVERNMENT OF GOA

Note: There are four Extraordinary issues to the Official Gazette, Series II, No. 19 dated 7-8-97 as follows:

- 1) Extraordinary dated 7-8-97 from pages 263 to 264 regarding Notifications from Department of Social Welfare.
- 2) Extraordinary No. 2 dated 8-8-97 from pages 265 to 266 regarding Notification from Goa Legislature Secretariat.
- 3) Extraordinary No. 3 dated 11-8-97 from pages 267 to 270 regarding Order/Notifications from Department of Elections, Department of Revenue & Department of Urban Development.
- 4) Extraordinary No. 4 dated 13-8-97 from pages 271 to 272 regarding Order from Department of Home (General).

GOVERNMENT OF GOA

Department of Education, Art & Culture

Directorate of Technical Education

Order

No. 16/1/88/EDN(Col)/3153

The ad hoc appointment of Shri M. N. Raikar, Head of Mechanical Engineering Department in Government Polytechnic, Panaji is hereby extended for a further period of six months with effect from 22-7-97 or till the post is filled up on regular basis whichever is earlier.

By order and in the name of the Governor of Goa.

A. K. Bidkar, Director of Technical Education and Additional Secretary.

Porvorim, 25th July, 1997

Department of Finance

Directorate of Accounts

Order

No. DA/Admn/45-2/97-98/2

On the recommendation of Goa Public Service Commission, Government is pleased to promote Shri Y. R. Salkar, Asstt. Accounts Officer, of Common Accounts cadre to the post of Dy. Director of Accounts/Accounts Officer, group 'A' Gazetted in the pay scale of Rs. 2200-75-2800-EB-100-4000 on officiating basis with immediate effect.

Shri Y. R. Salkar shall be on probation for a period of two years in the first instance.

On his promotion, Shri Y. R. Salkar is posted as Administrative-cum-Accounts Officer in Panaji Municipal Council, Panaji.

The deployment of Shri Y. R. Salkar shall be on deputation basis for a period of one year in the first instance and it shall be regulated as per the standard terms of deputation issued by the Government vide Order No. 13/4/74-PER dt. 10-10-1990.

The Panaji Municipal Council, Panaji shall be liable to pay the Government leave salary and pension contribution of Shri Y. R. Salkar, at the prescribe rates. Shri Y. R. Salkar shall be entitled to the benefits of surrender of leave and the expenditure towards this and the payment of compensatory allowance including Dearness Allowance shall be borne by the said Municipal Council.

The Officer shall send CTC/joining report on his reporting in the said Municipal Council to this Directorate.

By order and in the name of the Governor of Goa.

N. M. Nadkarni, Director of Accounts & Ex-Officio Jt. Secretary.

Panaji, 23rd May, 1997.

Department of Food and Civil Supplies

Notification

No. 13/11/88-I/PHD-Part File

In exercise of the powers conferred by sub-section (1) of section 9 of the Prevention of Food Adulteration Act, 1954 (Central Act XXXVII of 1954), read with rule 8 of the Prevention of Food Adulteration Rules, 1955, the Government of Goa hereby appoints Shri Abel Alex Rodrigues to be a Food Inspector and assigns to him all the local areas of the State of Goa.

By order and in the name of the Governor of Goa.

S. N. Tripathi, Ex-Officio Joint Secretary.

Panaji, 31st July, 1997.

Department of Labour

Order

No. CL/Pub-Awards/97/2048

The following Award dated 7-4-1997 in reference No. IT/14/91, IT/11/93, IT/24/94 and LCC/16/92 given by the Industrial Tribunal.

Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

R. S. Mardolker, Ex-Officio Joint Secretary (Labour).

Panaji, 5th May, 1997.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/14/91

Workmen,
Represented by Goa Trade & Commercial
Workers Union
Velho Building, 2nd Floor
Panaji-Goa.

— Workmen/Party I

V/s

M/s. Ellar Fashions Ltd.,
Bethora Industrial Estate,
Bethora, Ponda-Goa.

— Employer Party II

Ref. No. IT/11/93

Workmen,
Represented by Goa Trade & Commercial
Workers Union,
Velho Building, 2nd Floor,
Panaji-Goa.

— Workmen/Party I

V/s

M/s. Ellar Fashions Ltd.,
Bethora Industrial Estate,
Bethora, Ponda-Goa.

— Employer/Party II

Ref. No. IT/24/94

Workmen,
Represented by Goa Trade & Commercial
Workers Union,
Velho Building, 2nd Floor,
Panaji-Goa.

— Workmen/Party I

V/s

M/s. Ellar Fashions Ltd.,
Bethora Industrial Estate,
Bethora, Ponda-Goa.

— Employer/Party II

Workmen/Party I represented by Adv. Shri Raju Mangueshkar.

Employer/Party II represented by Adv. Shri M. S. Bandodkar

Dated: 7th April, 1997.

AWARD

These are the references made by the Government of Goa, in exercise of the powers conferred by clause (d) of Sub-Section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947). The

above references can be conveniently disposed of by a common Award as the parties to the dispute are the same and the issues involved in the said references have been settled between the parties by one common settlement.

2. The reference registered under No. IT/14/91 is made by the Government of Goa by order No. 28/1/90-LAB dated 11-3-91 and the issue referred for adjudication by this Tribunal is as follows:-

"Whether the action of the management of M/s. Ellar Fashions Ltd., Bethora-Ponda in refusing to concede the following demands of the workers represented by Goa Trade & Commercial Workers Union (AITUC) are legal and justified?"

The schedule is appended with as many as 8 demands for (1) Pay scales and Grades: Flat rise, (2) Fixed dearness allowances, (3) Variable dearness allowance (4) House rent allowance, (5) Travelling allowance, (6) Uniforms and washing allowances, (7) Leave benefits and (8) Overtime.

3. The reference registered under No. IT/4/93 is made by the Government by order No. 28/52/92-LAB dated 21-12-92 and the issue referred for adjudication by this Tribunal is as follows:-

"Whether the action of the management of M/s. Ellar Fashions Ltd., Bethora, Ponda-Goa, in terminating the services of Shri Madhukar N. Phadte, Electrician, w.e.f. 19-1-91 is legal and justified?"

If not, to what relief the workman is entitled?"

4. The reference registered under No. IT/24/94 is made by the Government of Goa, by order No. 28/18/93-LAB dated 28-6-1993 and the issue referred for adjudication by this Tribunal are as follows:-

1. "Whether the action of the management of M/s. Ellar Fashions Ltd., Bethora, Ponda Goa, in refusing employment to the following 66 workmen indicated below, consequent upon calling off the strike by them w.e.f. 8-4-91 is justified?"

2. Whether the demand of the said 66 workmen for full wages w.e.f. 8-4-91 onwards is legal and justified in view of the Government order No. 28/1/91-LAB dated 28-3-91 prohibiting strike and lock out?

3. What relief, if any, the 66 workmen are entitled to?

1. Sundhya Nadar.
2. Bharati Chari.
3. Shoba Rao.
4. Lata Gaude.
5. Jani B. Gaunkar.
6. Shushanta Patil.
7. Shashi V. Naik.
8. Vishranti B. Gaunkar.
9. Shrada Naik.
10. Ujwala Gaunkar.
11. Vishranti B. Naik.
12. Malini Gaunkar.
13. Mangala Parrikar.
14. Vasanti B. Naik.
15. Sunita Zalmi.
16. Vilas Gaunkar.
17. Anita P. Gaunkar.
18. Beena Khandeparkar.
19. Sumitra G. Naik.
20. Asha K. Naik.
21. Nirmala C. Naik.
22. Shoba Naik.

23. Savitri Phadte.
24. Vimal Bandodkar.
25. Sunita N. Naik.
26. Kanchan Naik.
27. Jaimini Phadte.
28. Sumitra N. Naik.
29. Girija Gaude.
30. Meera Gaunkar.
31. Vilas Naik.
32. Manita Shet.
33. Shashikala Gaunkar.
34. Alka Shet.
35. Jani K. Gaunkar.
36. Lalan Gaunkar.
37. Ganga Salekar.
38. Gulab Naik.
39. Sumitra Talaulikar.
40. Varsha Vinodkar.
41. Vrinda P. Gaunkar.
42. Anusaya Kurtikar.
43. Amita Gaunkar.
44. Laxmi Gaunkar.
45. Mohini Gaunkar.
46. Vanita Gaunkar.
47. Ratnatai Gaunkar.
48. Kala Vernekar.
49. Vasani P. Gaunkar.
50. Asha P. Gaunkar.
51. Dashrath Naik.
52. Guru Naik.
53. Isabella Fernandes.
54. Plavia Fernandes.
55. Annie Dias.
56. Marianinha M. Sequeira.
57. Shoba Gaunkar.
58. Baby Gaunkar.
59. Kishore H. Gaunkar.
60. Vandana Kapileshwar.
61. Asmita R. Haldonkar.
62. Savita B. Naik.
63. Kalpana Sawant.
64. Mohini Shet.
65. Shashi B. Naik.
66. Maria C. Fernandes.

On receipt of the references, notices were issued to the workmen/ party I (For short "Union") and the Employer/Party II (For short "Employer") and in pursuance to the said notices the parties put in their appearance. The Union was represented by Adv. Shri Raju Mangueshkar and the employer was represented by Adv. Shri M. S. Bandodkar. In reference No. IT/14/91, the Union filed its statement of claim and Rejoinder and the employer filed the written statement. On the pleadings of the parties issues were framed at Exb. 8 and matter was fixed for evidence. In Reference No. IT/11/93, the Union filed statement of claim. No written statement was filed on behalf of the employer as the employer stated that the dispute was being settled. In reference No. IT/24/94 no statement of claim was filed by the Union as the parties submitted that the dispute was being settled.

6. On 3-5-1996, Adv. Shri Raju Mangueshkar appeared on behalf of the Union and Adv. M. S. Bandodkar appeared on behalf of the employer.

They submitted that the parties had arrived at a settlement which was common for all the above said references and further submitted that the said settlement also covered the issue involved in case No. LCC/16/92 where the workman had claimed an amount of Rs. 4,40,957.75 paise with interest at the rate of 18% p.a. towards wages for the period from 8th April, 1991 till 10th March 1992, and consequently, the dispute involved in case No. LCC/16/92 stood settled. They filed the said memo of settlement dated 30th April, 1996 and prayed that consent Award be passed in terms of the said settlement. On going through the said settlement, it was found that in the said settlement, the names of the workmen Smt. Ratnabai Gaonkar, Shoba Gaonkar and Savita B. Naik

were not figuring though they were parties to the reference registered under No. IT/24/94. The parties were therefore directed to submit proper explanation as to why their names were omitted in the settlement, and were told that only thereafter Award would be passed in terms of the settlement. The reference was therefore kept pending.

7. Thereafter on 14th April, 1997, The Union filed an application stating that the workmen Smt. Ratnabai Gaonkar, Shoba Gaonkar and Savita B. Naik who were parties to the reference registered under No. IT/24/94 have settled their disputes with the employer immediately after the said reference was made before this Tribunal. Since the Union has filed the application stating that the dispute between the workmen Smt. Ratnabai Gaonkar, Shoba Gaonkar and Savita B. Naik and the employer has been settled immediately after the reference was made, the reference registered under No. IT/24/94 with reference to the said workmen does not survive and I hold it accordingly.

As regards the settlement dated 30th April 1996 filed by the Union and the employer which is duly signed by the parties, I have gone through the terms of the said settlement and I am satisfied that the said terms are certainly in the interest of the workmen. I therefore, accept the submissions made by the parties and pass the Consent Award in terms of the settlement dated 30th April, 1996 which is common for all the above three references and the case No. LCC/16/92.

ORDER

1. It is agreed between the parties that the workers whose names have been mentioned in the Annexure "A" to the settlement shall be paid money as mentioned against their names in full and final settlement of all their claims arising out of their employment. They further confirm that the amount mentioned against their name shall include notice pay, retrenchment compensation, leave salary, Gratuity, Bonus, if any, and ex-gratia and they shall have no further claim against the company including any claim of re-employment or reinstatement or preferential re-employment and that it is declared that they have left the employment of their own by 30-4-1996.

2. It is agreed between the parties that the workers whose names have been mentioned in the Annexure "B" to the settlement shall be paid money as mentioned against their names in full and final settlement of all their claims arising out of their employment. They further confirm that the amount mentioned against their name shall include notice pay, retrenchment compensation, leave salary, Gratuity, Bonus if any and ex-gratia and they shall have no further claim against the Company including any claim of re-employment or reinstatement, and it is deemed that they have left the employment of their own by 30-4-1996.

3. It is agreed between the parties that whose names mentioned in the Annexure "C" shall be deemed to have resigned from the service of the Company from 30th April, 1996, and they shall accept the amount mentioned against their names in full and final settlement of all their claim arising out of their employment including notice pay, retrenchment compensation, leave salary, gratuity, bonus if any, and shall have no claim of reinstatement or re-employment or preferential re-employment. The amount mentioned in Annexure "C" against the names does not include April, 1996 salary and leave, if any, from January to April 1996. It is agreed between the parties that the Management shall pay April 1996 salary as well as Leave salary on or before 20th May, 1996.

4. It is agreed between the parties that the workmen listed in Annexure "D" shall be paid the difference in the minimum wage from 1st January to 31st March, 1996. The difference in the minimum wages shall be paid on or before 31st May, 1996. The Management further agrees to pay enhanced wages from April, 1996 as follows:-

1. Helper Rs. 23/- per day
2. Operator Rs. 27/- per day

It is agreed between the parties that the workmen as per the Annexure "D" shall be paid transport allowances at the rate of Rs. 4/- per day for the days they attended the work from April, 1996.

It is agreed between the parties that the workmen as per the Annexure "D" shall be granted leave as available to the other workers presently working from 1st April, 1996. The workmen mentioned in the Annexure "D" shall follow Company rules, working hours and other guidelines.

5. It is agreed between the parties that the amount mentioned as Gratuity in Annexure "C" of the settlement against all individual names, shall be paid by the Company through L.I.C. and the same shall be cleared within 30 days from the date of leaving of employment.

6. It is agreed between the parties that this settlement is in full and final satisfaction of all claims of the workmen covered under the Application No. LCC/16/92, Ref. No. IT/24/94, Ref. No. IT/14/91 and Ref. No. IT/11/93 as also any other claims pending before any authority under law or benefits arising out of employment till the date of signing of the settlement.

7.(A) It is agreed between the parties that the Company shall issue Cheque/Draft of Rs. 13 lakhs (Rupees Thirteen Lakhs only) in the name of Goa, Trade and Commercial Workers Union minus Gratuity amount of 18 workers mentioned in Annexure "C" for the purpose of payment arising out of the settlement in two or more instalments but before the final date. First of such instalment of Rs. 7 lakhs shall be paid on 15-6-1996. The Company shall also give individual blank receipt to the Union of each workman duly signed along with the list of the workmen and the Union shall pay the dues as per the settlement and after payment of the money as per the settlement to the individual workmen, return back all the receipts duly filled and signed by the individual workmen of having received the money as per the settlement. The Management shall assist the workmen for completing Provident Fund formalities.

7.(B) By making this payment as above, the Company would treat all cases against it as withdrawn as well as have no liability on account of any of the cases as mentioned herein. The Union shall proceed to withdraw all cases whichever Court they may be upon signing of this settlement.

7.(C) The Company and the Union would assist the Labour Commissioner's Office to withdraw the cases filed by it in view of their settlement.

7.(D) Upon receipt of each payment, Union would issue a receipt to the Company for instalment received and when final payment is received, will give a full and final payment received receipt under this agreement and will have no further claim whatsoever, of any nature.

8. It is agreed between the parties that the Union shall have right to deduct 10% of the total emoluments as per the settlement received by the individual workmen. However, the Company has to only pay amount of Rs. 13 lakhs loss payment to be made the the L.I.C. for gratuity and this has to be deducted by the Union or paid by the concerned person to the Union as the case may be.

9. It is agreed between the parties that the Management shall pay and clear entire amount of the settlement by 15th June, 1996 and pay the Cheque/Draft to the Union. In the event, if the management does not pay the amount agreed as per the settlement by 15th June, 1996 and make only part payment by them, the Management shall be liable to pay the interest at the rate of 18% on the balance amount by due date.

10. The workmen under Annexure "D" will have no right to raise any dispute/demand/claim of any nature after payment are as made as outlined elsewhere.

11. It is agreed by the parties that the settlement shall be placed before the Labour court and Industrial Tribunal, Panaji Goa for asking disposal of all the matters pending before it including LCC/16/92, Ref. Nos. IT/24/94, IT/14/91 and IT/11/93 and place the settlement before the appropriate authority under the payment of Wages and Minimum Wages Act, stating that all the disputes and differences between the parties in connection with all matters are conclusively settled and seeking award/order for disposal of the matters thereof.

12. This settlement after signed by the representatives of the Union shall be treated as if signed by each and everyone of the workmen themselves who shall have no right to contest/dispute any matters agreed herein.

Annexure "A"

Legal dues of the workmen who were out of employment from 1991 till 30-4-1996

Sr. No.	Name of the workmen	Rate taken	Earned wages	Leave wages	Total Compensation including ex-gratia & other legal dues
1.	Vishranti Naik	21.00	441.00	252.00	11,854.00
2.	Marianinha Sequeira.	25.00	525.00	NIL	15,500.00
3.	Shobha Rao.	25.00	525.00	350.00	14,065.00
4.	Shardha Naik.	25.00	525.00	225.00	13,940.00
5.	Isabella Fernandes.	25.00	525.00	300.00	14,015.00
6.	Sunita Jalmi.	21.00	441.00	NIL	11,602.00
7.	Dashrath Naik.	21.00	441.00	262.00	12,865.00
8.	Vandana Kapileshwarkar.	25.00	525.00	337.00	14,977.00
9.	Sushanta Patil.	21.00	441.00	189.00	11,729.00
10.	Baby Gaonkar.	21.00	441.00	294.00	11,834.00
11.	Jani Gaonkar.	21.00	441.00	315.00	11,855.00
12.	Gurudas Naik.	21.00	441.00	388.00	12,921.00
13.	Amita Gaonkar.	21.00	441.00	168.00	11,646.00
14.	Vilas Gaonkar.	21.00	441.00	262.00	11,730.00
15.	Vishranti Gaonkar.	21.00	441.00	409.00	11,877.00
16.	Armita Gaonkar.	21.00	441.00	294.00	11,762.00
17.	Vasanti Naik.	21.00	441.00	409.00	11,828.00
18.	Shashi Naik.	21.00	441.00	189.00	11,294.00
19.	Uzwala Gaonkar.	21.00	441.00	252.00	10,960.00

Total:	7,17,705.00
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PENDING ENQUIRY - SUSPENDED WORKERS FINAL SETTLEMENT ALONG WITH SHRI MADHU PHADTE BEARING
IT/11/94 TILL 31-5-1996

[illegible]

Annexure - "C"

FINAL SETTLEMENT OF WORKERS INCLUDING ALL LEGAL DUES SUCH AS LEAVE WAGES, MINIMUM WAGES DIFFERENCE, GRATUITY, RETRENCHMENT COMPENSATION INCLUDING EX-GRATIA AS ON 30-4-1996.

Sr. No.	Name of the workman	Rate taken per day	Minimum wages difference	Leave Wages	Compensation amount	Ex-gratia	Total Compensation	Gratuity to be paid by L.I.C.	Amount to be paid by the management
1.	Seema G. Naik	21.00	5,791.00	399.00	8,788.00	1,500.00	16478/-	1,911/-	14,567.00
2.	Madhura Haldankar	25.00	11,517.00	487.00	9,207.00	1,500.00	22711/-	1,950/-	20,761.00
3.	Madhavi Naik	25.00	9,115.00	475.00	10,473.00	1,500.00	21563/-	2,275/-	19,288/-
4.	Sandhya Naik	21.00	8,149.00	441.00	8,052.00	1,500.00	18142/-	1,638/-	16,504.00
5.	Heera Gaonkar	25.00	6,815.00	375.00	9,615.00	1,500.00	18305/-	1,950/-	16,355.00
6.	Shanti Naik	21.00	6,900.00	136.00	8,714.00	1,500.00	17250/-	1,911/-	15,339.00
7.	Maya Gaonkar	25.00	10,979.00	475.00	9,212.00	1,500.00	22166/-	1,950/-	20,216.00
8.	Rekha Khandeparkar	25.00	7,515.00	500.00	10,321.00	1,500.00	19835/-	2,275/-	17,560.00
9.	Rekha Naik	25.00	11,462.00	475.00	8,420.00	1,500.00	21857/-	1,950/-	19,907.00
10.	Sugandha Kerkar	21.00	5,334.00	273.00	7,872.00	1,500.00	14979/-	1,638/-	13,341.00
11.	Neelima V. Naik	21.00	8,355.00	651.00	8,536.00	1,500.00	19042/-	2,600/-	16,442.00
12.	Meera Naik	21.00	6,882.00	420.00	8,784.00	1,500.00	17585/-	1,911/-	15,674.00
13.	Vinanti Naik	25.00	9,061.00	488.00	10,457.00	1,500.00	21508/-	2,275/-	19,233.00
14.	Mohini Naik	25.00	3,554.00	525.00	12,420.00	1,500.00	17928/-	2,600/-	15,328.00
15.	Bhawana Mandrekar	25.00	4,944.00	NIL	9,276.00	1,500.00	15720/-	1,950/-	13,770.00
16.	Kishori Shetkar	21.00	6,552.00	378.00	8,004.00	1,500.00	16434/-	1,638/-	14,796.00
17.	Suman K. Naik	25.00	6,078.00	225.00	11,671.00	1,500.00	19474/-	2,600/-	16,874.00
18.	Mohini Kalangutkar	25.00	5,915.00	475.00	11,235.00	1,500.00	19125/-	2,275/-	16,850.00
Total:									3,40,102.00

ANNEXURE - "D"

LIST OF WORKERS CONTINUING TO BE IN THE EMPLOYMENT BUT PAID THEIR MINIMUM WAGES DEFERENCE UPTO 31-12-1995 WITH EX-GRATIA AMOUNTS

Sr. No.	Name of the Workman	Rate taken per day	Minimum Wages difference	Ex-gratia	Total
1.	Sunanda Naik	25.00	8,253.00	1500.00	9,753.00
2.	Sarita Naik	25.00	11,663.00	1500.00	13,163.00
3.	Carmina Mascarenhas	25.00	9,074.00	1500.00	10,574.00
4.	Neelima B. Naik	25.00	9,156.00	1500.00	10,656.00
5.	Sunita Naik	25.00	6,454.00	1500.00	7,954.00
6.	Ashwini Naik	25.00	6,760.00	1500.00	8,260.00
7.	Suniti Mahale	25.00	4,869.00	1500.00	6,369.00
8.	Shoban Naik	25.00	8,846.00	1500.00	10,346.00
9.	Shaila Sawant	25.00	7,567.00	1500.00	9,067.00
10.	Vishranti Gawas	25.00	9,359.00	1500.00	10,859.00
11.	Kashi Satarkar	25.00	10,295.00	1500.00	11,795.00
12.	Kamal Gaonkar	21.00	4,471.00	1500.00	5,971.00
13.	Vasanti Gaonkar	21.00	6,304.00	1500.00	7,804.00
14.	Shaila Naik	21.00	7,528.00	1500.00	9,028.00
15.	Savita Zalmi	21.00	6,980.00	1500.00	8,480.00
Total					1,40,079.00

No order as to cost.

Inform the Government accordingly, about passing of the Award.

Sd/-
(Ajit J. Agni)
Presiding Officer
Industrial Tribunal

Order

No. CL/Sec.10(2)/ID/3227

Whereas an industrial dispute is purported to exist between the management of M/s. MRF Limited, Tisk, Usgao-Goa and their workmen represented through Goa MRF Union, Ponda-Goa (hereinafter called the said parties); in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the said parties have jointly applied in the prescribed manner for a reference of the said dispute to the Industrial Tribunal in terms of sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter called the 'said Act');

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

Whether the demands of the workers represented by Goa MRF Union, as reproduced in attachment 'A' viz-a-viz counter demands of the employer as reproduced in attachment 'B' to the schedule are legal and justified?

If not, what relief either of the parties are entitled to?

By order and in the name of the Governor of Goa.

R. S. Mardolker, Commissioner, Labour & Ex-Officio Joint Secretary (Labour).

Panaji, 22nd July, 1997.

ATTACHMENT "A"**SCHEDULE OF THE DEMANDS****DEMAND No. 1**

1. Fitment of workmen in to the new 5 grades from the existing 7 grades as agreed to in the clause CI of the settlement dated 4th March, 1997 - Demand No. 4.

DEMAND No. 2 :- WAGE STRUCTURE PIECE RATE

Effective from October 1, 1996, basic wage of the workmen reclassified should be revised as under :-

Category	Piece rate @ 100% Production		
	From 1-10-1995 to 1-9-1996	From 1-10-1996 From 1-10-1997 to 1-9-1997 Onward	
Grade A	Rs. 75/- shift	Rs. 85/- shift	Rs. 95/- shift
Grade B	Rs. 65/- shift	Rs. 75/- shift	Rs. 85/- shift
Grade C	Rs. 55/- shift	Rs. 65/- shift	Rs. 75/- shift
Grade D	Rs. 45/- shift	Rs. 55/- shift	Rs. 65/- shift

AND

In case any workman not able to achieve 100% production for any reason beyond workmen's control such as power failure, non supply of raw material in time, machine breakdown due to any natural calamity,

the workman should be paid full wages/salaries. The same should be paid for weekly off.

DEMAND No. 3 - SERVICE INCREMENT/INCREMENTS.

Effective from January 1, 1995 and every year thereafter, the Company should give service increment at fixed rate per month as mentioned below :-

GRADES	YEAR from 1-1-1996 to 31-12-1996	YEAR from 1-1-1997 to 31-12-1997	YEAR from 1-1-1998 onwards
A	30+	40+	50
B	25+	35+	45
C	20+	30+	40
D	15+	25+	35

DEMAND No. 4 - SERVICE BENEFITS

The Company should give to every permanent workmen Service Benefit who are in service as on October, 1995 and who have completed as on 31-9-1995 number of years of service as mentioned hereunder:-

Length of Service (Counted from date of joining the Company to 30-9-1995)	Amount payable per month (26 days) Rs.
20 to 21 years	1,150/-
19 to 20 years	1,100/-
18 to 19 years	1,050/-
17 to 18 years	1,000/-
16 to 17 years	950/-
15 to 16 years	900/-
14 to 15 years	850/-
13 to 14 years	800/-
12 to 13 years	750/-
11 to 12 years	700/-
10 to 11 years	650/-
09 to 10 years	600/-
08 to 09 years	550/-
07 to 08 years	500/-
06 to 07 years	450/-
05 to 06 years	400/-
04 to 05 years	350/-
03 to 04 years	300/-
02 to 03 years	250/-
01 to 02 years	200/-
00 to 01 years	150/-

AND

The service benefits should be considered as wages for all purposes.

DEMAND No. 5 - VARITABLE DEARNESS ALLOWANCE

Effective from October 1, 1995 the existing scheme of Variable Dearness Allowances should be revised.

The Variable Dearness Allowance in addition to Fixed Dearness Allowance should be paid to every permanent workmen, should be Rs. 3,500/- per month as Variable Dearness Allowance due to merger of 1000 points AACPI figure (1960 - 100) base.

The above mentioned variable dearness allowance should be paid upto AACPI points 1300 (1960 + 100) based. In addition to the above for every point rise should be paid as mentioned below:-

Basic Salary slab	Rate per point over 1300 points
	Rs.
Upto Rs. 1200/-	5.00
Rs. 1201/- to 1450/-	5.25
Rs. 1451/- to 1700/-	5.50
Rs. 1701/- to 1950/-	5.75
Rs. 1951/- to 2200/-	6.00
Rs. 2201/- to 2450/-	6.25
Rs. 2451/- to 2700/-	6.50
Rs. 2701/- to 3000/-	6.75
Rs. 3001 to 3300/-	7.00
Rs. 3301/- to 3600/-	7.25
Rs. 3601/- to 3900/-	7.50
Rs. 3901/- and above	7.75

DEMAND No. 6

B. CONVEYANCE ALLOWANCE

The Company should pay to every workman Rs. 350/- (Rupees three hundred fifty only) per month as Conveyance Allowance.

C. EDUCATION ALLOWANCE

The Company should pay to every workman Education Allowance of Rs. 250/- (Rupees two hundred fifty only) per month.

AND

The Company should give annual assistance of Rs. 5000/- in the month of May every year to meet the expenses incurred at the start of the Schools/Colleges academic year.

D. HOUSE RENT ALLOWANCE

The Company should pay to every workman either Rs. 250/- (Rupees two hundred and fifty only) per month or 35% of his total monthly wages/salaries whichever is higher towards reimbursement of House Rent Allowance.

E. LEAVE TRAVEL ALLOWANCE

I. The Company should give to every workman with effect from the year, 1995 Leave Travel Allowance as under :-

YEARS OF SERVICE	AMOUNT PER ANNUM
For service upto 5 years	Rs. 4000/- from the year 1995
For service of 5 years and more but less than 10 years	Rs. 5000/- from the year 1995
For service of 10 years and more but less than 15 years	Rs. 6000/- from the year 1995
YEARS OF SERVICE	AMOUNT PER ANNUM
For service of 15 years and more	Rs. 7000/- from the year 1995

II. Leave Travel Allowances should be paid to every workman as reimbursement towards travelling expenses.

III. Leave Travel Allowance should be paid once in a year only to such of the workmen who proceed on Privilege Leave of atleast 5 days.

IV. Leave Travel Allowance should be allowed accumulation for 2 years.

V. For the purpose of computing years of service date of joining should be taken.

VI. For Leave Travel Allowance should be given 10 days before employee proceeding on Privilege Leave.

M. SHIFT WORKING ALLOWANCE

Any employee who is required to work in General/First shift should be paid 10% of Basic + DA + HRA per shift, for second shift 15% of Basic + DA + HRA per shift and 20% of Basic + DA + HRA per shift for Third shift working.

N. WASHING ALLOWANCE

The Company should pay to every workman washing allowance of Rs. 200/- (Rupees Two Hundred only) per month.

DEMAND No. SUBSIDY TOWARDS CREDIT CO-OP. SOCIETY LOAN

Effective from the year 1996, the Company should give interest free loans to be repaid in 48 instalments.

The loan to be given as per the Rules and Bye laws of MRF Employees Credit Co-op. Society.

LENGTH OF CONFIRMED INTEREST FREE LOAN

Service as on 30-9-95	Amount (Rs.)
Upto 5 years of service	10000/-
5 to 10 years of service	15,000/-
10 to 15 years of service	25,000/-
15 years and above	35,000/-

DEMAND No. 8 PERIOD OF SETTLEMENT

The period of settlement should be for 3 years effective from October 1, 1995 to 30th September, 1998.

ALLOCATION OF LIABILITY

9. To allocate percentage wise the total increase in the cost per employee into the various cost groups as agreed in clause D (iii) of the Settlement dated 4th March, 1997.

ATTACHMENT

1) 7 DAY RUNNING FOR FULL PLANT

To increase productivity and generate of more employment the full plant will run on all 7 days of the week instead only a part of the plant which is running at present following a staggered weekly off system for the workmen whenever required.

Department of Revenue

Notification

No. 22/29/96-RD

Whereas by Government Notification No. 22/29/96-RD dated 25-6-96 published on pages 265 & 266 of Series II, No. 22 of the Official Gazette, dated 29-8-96 and in two newspapers (1) Navhind Times dated 14-7-96 (2) Tarun Bharat dated 18-7-96 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Construction of internal roads in V.P. Curti Khandepar, Ponda.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of section 5A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to "the said land").

Now, therefore, the Government hereby declares, under section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of section 3 of the said Act, the Deputy Collector, S.D.O., Ponda to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said Deputy Collector, S.D.O. till the award is made under section 11.

SCHEDULE

(Description of the said land)

Taluka: Ponda

Village: Khandepar

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
158/2 part	O: Pedro S. Fernandes. Niclau alias Nicholes Fernandes. Subhash Vidyadar Shikar.	900.00
168 "	O: Vishram Shivram S. Khandeparkar. R. B. S. Khandeparkar. Maheshwar Raja s. Khandeparkar. Madhukar V. S. Khandeparkar. Prakash S. S. Khandeparkar. Janardhan M. S. Khandeparkar.	1900.00
170/2 "	O: Anant Govind S. Khandeparkar.	1000.00
158/1 "	O: Krishna K. Bhandenakar. Kashinath V. S. Khandeparkar. Vinayak G. S. Khandeparkar. Prafullachandra S. Khandeparkar. Govind F. S. Khandeparkar. Gajanan K. S. Khandeparkar. Gajanan S. S. Khandeparkar.	50.00

Boundaries:

North: S. No. 159/-, S. No. 169/-
S. No. 170/2, S. No. 158/1.
South: S. No. 158/2, S. No. 168/-.
East: S. No. 170/2, S. No. 158/2, River.
West: Road.

Total 3850.00

By order and in the name of the Governor of Goa.

Smt. A. Menezes, Under Secretary (Revenue).

Panaji, 7th April, 1997.

Notification

No. 22/117/95-RD

Whereas by Government Notification No. 22/117/95-RD dated 10-1-96 published on pages 101 & 102 of Series II, No. 10 of the Official Gazette, dated 6-6-96 and in two newspapers (1) Tarun Bharat dated 2-2-96 (2) Navhind Times dated 1-2-96 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. development of playground at Goa Velha.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of section 5A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to "the said land").

Now, therefore, the Government hereby declares, under section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of section 3 of the said Act, the Deputy Collector & S.D.O., Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said Deputy Collector, S.D.O., Panaji till the award is made under section 11.

SCHEDULE

(Description of the said land)

Taluka: Tiswadi

Village: Goa-Velha

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
174/1 part	O: Comunidade de Goa Velha. T: Caitano Pegado. Rafael Carmo Pegado.	1125

1	2	3
174/2 part	O: Comunidade de Goa Velha. T: Antonio Pegado.	1195
"3 "	O: — do — T: David Fernandes.	2375
"4 "	O: — do — T: Bafermicio Menezes.	2325
"5 "	O: — do — T: Maria Santana Afonso.	1210
"6 "	O: — do — T: Maria D'Cunha.	1315
"7 "	O: — do — T: Delfina Fernandes Gonsalves.	2585
"8 "	O: — do — T: Conçercão D'Cunha.	1250
"9 "	O: — do — T: Manuel Cunha.	1240
"10 "	O: — do — T: Casmario Goes.	2190
175/10 "	O: — do — T: Ana Francisca D'Cunha.	1375
177/13 "	O: — do — T: Joao Francis Raposa.	675

Boundaries:

North: Area acquired by P.W.D.
South: S. No. 177/9, 10, 11, 12, 26, 14.
East: S. No. 173/1 & 177/14.
West: S. No. 175/9.

Total 18860

By order and in the name of the Governor of Goa.

S. V. Madkaikar, Under Secretary (Revenue).

Panaji, 12th May, 1997.

Notification

No. 22/50/97-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. L. A. for construction of Government High School building at Navelim, Bicholim-Goa.

Now, therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act I of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction for the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Dy. Collector (LA), Collectorate of North, Panaji to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government also authorises, under sub-section (2) of section 4 of the said Act, the following Officers to do the Acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji.
2. Deputy Collector (LA), Collectorate of North Goa, Panaji.
3. The Director of Education, Panaji.
4. Director of Settlement & Land Records, Panaji.

6. A rough plan of the said land is available for inspection in the Office of the Dy. Collector (LA), Collectorate of North, Panaji for a period of 30 days from the date of publication of this Notification in Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Bicholim

Village: Navelim

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts
1	2	3
50/1 part	O: Comunidade of Navelim. T: Purushottam P. Gawas.	3800

Boundaries:

North: 50/1, 2.
South: 50/1.
East: 50/1.
West: 50/1.

Total 3800

By order and in the name of the Governor of Goa.

Smt. A. Menezes, Under Secretary (Revenue).

Panaji, 9th July, 1997.

Notification

No. 22/11/96-RD

Whereas by Government Notification No. 22/11/96-RD dated 27-6-96 No. 4 published on pages 182, 183, 184 of Series II, No. 16 of the Official Gazette (Extraordinary No. 4 dated 19-7-96 and in two newspapers (1) Herald dated 19-7-96 and (2) Rashtramat dated 22-7-96 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act I of 1894) (hereinafter referred to as "the said Act"), that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was likely to be needed for public purpose, viz. for providing, laying, jointing and commissioning including hydraulic testing of 600 mm. dia C.I. conveying main tapped off from 1200 mm. dia PSC Salaulim Transmission main at Tolebhandh, Fatorda.

And whereas, the Government of Goa (hereinafter referred to as the "Government") being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) and sub-section (4) of section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiry of fifteen days from the date of the publications of the notice relating to the said land under sub-section (1) of section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares under the provisions of section 6 of the said Act, that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of section 3 of the said Act, the Dy. Collector (LA), Collectorate South Goa, Margao to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Dy. Collector (LA), Collectorate South Goa, Margao till the award is made under section 11.

SCHEDULE

(Description of the said land)

Taluka: Salcete

City: Margao

Survey No./ PTS/Ch. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
98 2/13 part	O: Comunidade of Margao. T: Manuel Colaco.	595
14/ "	O: — do — T: Minguél Rosario Furtado.	230
15/ "	O: — do — T: Manuel Colaco.	35
16/ "	O: — do — T: Minguél Rosario Furtado.	35
17/ "	O: — do — T: Manuel Colaco.	35
18/ "	O: — do — T: Minguél Rosario Furtado.	35
19/ "	O: — do — T: Luciano Barboza.	35
20/ "	O: — do — T: Ushil Soares.	35

1	2	3
21/ part	O: Comunidade of Margao. T: Joaquim R. Bacwito.	30
22/ "	O: — do — T: Luciano Barboza.	20
23/ "	O: — do — T: Ushil Soares.	8
98 3/1 "	O: — do — T: Rosana Fernandes.	75
2 "	O: — do — T: Sebastiao Fernandes.	85
3 "	O: — do — T: Rosada Fernandes.	88
4 "	O: — do — T: Sebastiao Fernandes.	88
5 "	O: — do — T: Rosada Fernandes.	100
6 "	O: — do — T: Manuel Colaco.	140
7 "	O: — do — T: Minguél Rosario Furtado.	65
97 1/1 "	O: — do — T: Jose Colaco.	84
2 "	O: — do — T: Luis D'Silva.	66
97 1/3 "	O: — do — T: Constatino D'Silva.	33
4 "	O: — do — T: Piedade Barreto.	33
97 1/5 "	O: — do — T: Diogo Caitano Fernandes.	55
6 "	O: — do — T: Filipina Furtado.	65
7 "	O: — do — T: Alex Furtado.	70
8 "	O: — do — T: Rosario Fernandes.	155
97 2/14 "	O: — do — T: Manuel Almeida.	70
15 "	O: — do — T: Radhabai Ganesh Naik,	125
16 "	O: — do — T: Luis Camra.	62
17 "	O: — do — T: Sabastiao Noronha.	60
97 3/4 "	O: — do — T: Rosario Furtado	15
5 "	O: — do — T: Domingo D'Silva.	25
6 "	O: — do — T: Rosario Furtado.	22
7 "	O: — do — T: Constatinho D'Silva.	295
7 "	O: — do — T: Alex Fernandes.	28
16 "	O: — do — T: Rosario Furtado.	60
14 "	O: — do — T: Constatinho D'Silva.	45

1	2	3
12 part O:	Comunidade of Margao.	120
	T: Alex Fernandes.	

Boundaries:

North: PTS 98, Ch. No. 2, Sub-Div. No. 13, PTS 97 Ch. No. 1, Sub-Div. 1 to 6.

$\frac{2}{16}, \frac{14}{76}, \frac{13}{76}, \frac{6}{76}, \frac{17}{76}$ PTS Ch. 3, Sub-Div. 3, 5, 6, 7, 8, Road.

South: Nala, PTS 98, Ch. No. 2, Sub-Div. No. $\frac{14}{97}$ to $\frac{16}{97}, \frac{21}{97}$ to $\frac{24}{97}$

$\frac{2}{97}, \frac{17}{97}, \frac{3}{97}, \frac{7}{97}$

West: Nala, PTS 98, Ch. No. 5, PTS 97, Ch. No. 3 Sub-Div. No. 12, 14, 16, Ch. 10.

East: PTS 98 Ch. No. 2 Sub-Div. No. 14 to 23, Nala, PTS 98 Ch. No. 3 Sub-Div. 5, 6, PTS 97 Ch. No. 4 Ch. No. 10, 11 Sub-Div. 3538

Total 3222

By order and in the name of the Governor of Goa.

Smt. A Menezes, Under Secretary (Revenue).

Panaji, 4th August, 1997.

Notification

No. 22/98/96-RD

Whereas by Government Notification No. 22/98/96-RD dated 2-9-96 published on pages 286 & 287 of Series II, No. 23 of the Official Gazette dated 6-9-96 and in two newspapers (1) Navhind Times dated 7-9-96 and (2) Gomantak dated 8-9-96 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was likely to be needed for public purpose, viz. L.A. at Buimpal and Pissurlem in Satari Taluka for expansion of Honda Industrial Estate.

And whereas, the Government of Goa (hereinafter referred to as the "Government") being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) and sub-section (4) of section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiry of fifteen days from the date of the publication of the notice relating to the said land under sub-section (1) of section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares under the provisions of section 6 of the said Act, that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of section 3 of the said Act, the Special Land Acquisition Officer, I.D.C., Panaji to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Special Land Acquisition Officer, I.D.C., Panaji till the award is made under section 11.

SCHEDULE

(Description of the said land)

Taluka: Satari		Village: Pissurlem
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
24/1 part O:	Prabhakar Pissurelekar. Raghuvir S. Pissurelekar. Vaman Babu Parab. Radhabai Krishna Mayekar. Gopiki Gopal Sawant. Ramnath Krishna Parab. Datta Jagannath Parab. Pandurang Krishna Parab. Tulshidas Shiva Parab. Vishnu Guno Parab. Vassu Eklo Parab. Vishram Kusta Parab. Shamba Arjun Parab. Mathuri Parab. Sundari Parab. Gopal Sada Parab. Babgo Gojo Parab. Laxmi Narayan Parab. Sawalo Narayan Chari. Narcinva Waman Sinai Pissurlekar. Jivottam Sinai Pissurlekar. Government of Goa. Sakharam Pissurlekar. Shamba Pissurlekar. Kishori Pissurlekar. Damodar Mangalgi & Co. Ltd.	1058295

BUIMPAL.

28/2 part O:	Sakharam Naguesh Sinai Pissurlekar. Shamba Naguesh Sinai Pissurlekar. Other rights: Shamba Sakaram Sinai Pissurlekar.	8125
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Boundaries:

North: Village boundary of Buipal & Sy. No. 24/1, Nala.
South: Sy. No. 24/8.
East: Village boundary of Cumarconds.
West: Sy. No. 21/4 part and 24/3.
North: Nala.
South: Village boundary of Pissurlem.
East: Sy. No. 28/2.
West: Sy. No. 28/2.

Total 1066420

By order and in the name of the Governor of Goa.

Smt. A. Menezes, Under Secretary (Revenue).

Panaji, 28th July, 1997.

Notification

No. 22/13/94-RD

Whereas by Government Notification No. 22/13/94-RD dated 25-9-95 published on pages 262 of Series II, No. 26 of the Official Gazette dated 28-9-95 and in two newspapers (1) Herald dated 2-10-95 and (2) Rashtramat dated 3-10-95 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act I of 1894) (hereinafter referred to as "the said Act"), that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was likely to be needed for public purpose, viz. for construction of 800 cum ground level reservoir at Velim village of Salcete Taluka.

And whereas, the Government of Goa (hereinafter referred to as the "Government") being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) and sub-section (4) of section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiry of fifteen days from the date of the publication of the notice relating to the said land under sub-section (1) of section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares under the provisions of section 6 of the said Act, that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of section 3 of the said Act, the Dy. Collector & S.D.O., Mormugao, Vasco da Gama to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Dy. Collector & S.D.O., Mormugao, Vasco da Gama till the award is made under section 11.

SCHEDULE

(Description of the said land)

Taluka: Salcete		Village: Velim
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
355 part O:	Piedade D'Costa. Maria Ubaldina de Piedade. Ermatina Costa.	2025
356/1 "	O: Bernandina Mazarello. Martu Antonio Fernandes. Shanti Maria Fernandes.	175
Boundaries:		
North: Road.		
South: S. No. 355.		
East: S. No. 356/1, S. No. 355.		
West: S. No. 354/4, S. No. 355.		
Total:.....		2200

By order and in the name of the Governor of Goa.

Smt. A. Menezes, Under Secretary (Revenue).

Panaji, 5th August, 1997.

Notification

No. 22/43/97-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. for the const. of D3 canal of SIP situated at Navelim village of Salcete Taluka (addl. area)

And whereas in the opinion of the Government the provision of sub-section (1) of section 17 of the Land Acquisition Act, 1894 (Central Act I of 1894) (hereinafter referred to as "the said Act") are applicable.

Now, therefore, the Government hereby notifies under sub-section (1) of section 4 of the said Act, that the said land is likely to be needed for the purpose specified above.

The Government further directs under sub-section (4) of section 17 of the said Act that the provisions of section 5A of the said Act shall not apply in respect of the said land.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of section 3 of the said Act Special Land Acquisition Officer, SIP, Gogol, Margao to perform the functions of a Collector, South Goa District, Margao under the said Act in respect of the said land.

5. The Government also authorises under sub-section (2) of section 4 of the said Act, the following Officers to do the Acts specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. Special Land Acquisition Officer, SIP, I.D. Complex, Gogol, Margao.
3. Executive Engineer, W.D. XII, I.D., Gogol, Margao.
4. Director of Settlement & Land Records, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Special Land Acquisition Officer, SIP, Gogol, Margao for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Salcete		Village: Navelim
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
6/11 part O:	Comunidade of Margao. T: Julia Rodrigues.	200

1	2	3
7/2 part	O: Comunidade of Margao. T: Elida Fernandes.	300
7/3 "	O: — do — T: Martinha Paulina Fernandes.	625
7/1 "	O: Graneiro Vaz. Antonio Vaz. Guilhermo Vaz.	660
7/4 "	O: Comunidade of Margao. T: Elida Fernandes. Antoneta Dias.	950
7/5 "	O: Comunidade of Margao. T: Martinha Paulina Fernandes.	240
7/6 "	O: Comunidade of Margao. T: Epifania Adelina Fernandes.	50

Boundaries:

North: S. No. 7/2, 1 & 4, Nalla & Margao City.
South: S. No. 6/11, 7/3, 4, 5, 6 & 1.
East: Nalla.
West: Margao city.

Total 3025

By order and in the name of the Governor of Goa.

Smt. A. Menezes, Under Secretary (Revenue).

Panaji, 4th August, 1997.

Notification

No. 22/74/97-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. for expansion of Industrial Project at Assolda in Quepem Taluka by GDDIDC, Panaji.

Now, therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Special Land Acquisition Officer, Goa Industrial Development Corporation, Panaji to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government also authorises, under sub-section (2) of section 4 of the said Act, the following Officers to do the Acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. Special Land Acquisition Officer, Goa Industrial Development Corporation, Panaji.
3. General Manager (LA), Goa Industrial Development Corporation, Panaji.
4. Director of Settlement & Land Records, Panaji.

6. A rough plan of the said land is available for inspection in Special Land Acquisition Officer, Goa Industrial Development Corporation, Panaji for a period of 30 days from the date of publication of this Notification in Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Quepem			Village: Assolda
Sr. No.	Survey No. /Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3	4
1.	22/14	O: Laximan Yeshwant Sinaj Assoldekar. T: Sitaram Nagu Naik.	950
2.	22/15	O: 1. Balkrishna Govind Raut Desai. 2. Ramnath Kashinath Raut Desai. 3. Pandurang Puto Raut Desai. 4. Babu Pundalik Raut Desai. 5. Hari Shambhu Raut Desai. 6. Narayan Bombi Raut Desai. 7. Ramchandra Bombi Raut Desai. 8. Krishna Chandu Raut Desai. 9. Purshottam Nagooji Raut Desai. 10. Madhukar Purshottam Raut Desai. 11. Krishna Shiva Raut Desai. 12. Govind Mallapa Raut Desai. 13. Shankar Shanu Raut Desai. 14. Dhamu Hari Raut Desai. 15. Mahendra Shambu Raut Desai. 16. Purshottam V. P. Desai. Kashinath Bhimrai Raut Desai.	19650
3.	22/16	O: 1. Khondu Shambu Raut Desai. 2. Rama Shankar Raut Desai.	1475

1	2	3	4
		3. Shankar Rama Raut Desai.	
		4. Anusuya Balo Raut Desai.	
		5. Prabhakar Shiva Raut Desai.	
		6. Nanu Shanu Raut Desai.	
		7. Jiva Balso Raut Desai.	
		8. Prakash Krishna Raut Desai.	
		9. Datta Krishna Raut Desai.	
		10. Pandu Vassu Raut Desai.	
		11. Kusta Dhamu Raut Desai.	
		12. Purshottam Vonku P. Desai.	
		13. Chandrakant Datta N. Desai.	
		14. Chandrakant Shiva K. Desai.	
		15. Vassu Pandu R. Desai.	
		16. Rajendra G. R. Desai.	
		17. Anilkumar P. R. Desai.	
4. 22/17	O:	Anant Mukund Naik.	175
5. 22/18	O:	1. Indukant Vithoba Raut Desai.	375
		2. Ram Zingu Raut Desai.	
		3. Yeshwant Uttam Raut Desai.	
		4. Balkrishna Govind Raut Desai.	
		5. Shiva Rama Raut Desai.	
6. 22/19	O:	Hari Shambhu Raut Desai.	200
7. 22/20	O:	Ram Sadashiv Raut Desai.	225
8. 22/21	O:	1. Khushali Shanu Raut Desai.	225
		2. Apa Datta Raut Desai.	
		3. Govind Shanu Raut Desai.	
9. 22/22	O:	Krishna Chandru Raut Desai.	300
10. 22/23	O:	1. Shankar Shanu Raut Desai.	450
		2. Govind Shanu Raut Desai.	
		3. Purshottam Venku Raut Desai.	
11. 22/24	O:	Vithoba Babali Prabhu Desai.	1200
12. 22/25	O:	1. Madhukar Purshottam Raut Desai.	1200
		2. Babu Pundolik Raut Desai.	
		3. Kushinath Bhicaro Raut Desai.	
		4. Kharmu Hari Raut Desai.	
		5. Purshottam Venku Raut Desai.	
		6. Anant Sairu Raut Desai.	
		7. Shambu Devu Raut Desai.	
		8. Vassu Pandu Raut Desai.	
		9. Rajendra G. R. Desai.	
		10. Anilkumar P. R. Desai.	
		11. Monohar Y. P. Desai.	
13. 22/26	O:	Indira Kashinath Raut Desai.	300
14. 22/27	O:	Govind Shanu R. Desai.	325
15. 22/28	O:	1. Vassu Pandu R. Desai.	325
		2. Rajendra G. R. Desai.	
		3. Anilkumar P. R. Desai.	
16. 22/29	O:	Ramchandra Bombi Raut Desai.	825
17. 22/30	O:	Ram Zingu Raut Desai.	175
18. 22/31	O:	Balkrishna Govind Raut Desai.	200
19. 22/32	O:	Yeshwant Uttam Raut Desai.	525
20. 22/33	O:	Indukant Vithoba Raut Desai.	525

Boundaries:

North: Survey No. 22/5, 6, 8, 9, 10,
11, 12, 13.

South: Survey No. 33/1, 22/34.

East: Nala, S. No. 22/34.

West: Survey No. 22/1, 21/1.

Total 29625

By order and in the name of the Governor of Goa.

Smt. A. Menezes, Under Secretary (Revenue).

Panaji, 8th August, 1997.

Notification

This Notification is issued in supersession of the earlier Notification of even number dated 20-9-1995 published in Series II No. 25 Extraordinary Official Gazette dated 25-9-1995 and in two newspapers (1) Novhind Times dated 4-10-1995 and Tarun bharat dated 17-8-1996.

No. 22/63/95-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. development of playground for Government Primary School & Youth of the locality at Agonda, Canacona Taluka.

Now, therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act I of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Deputy Collector (LA), Collectorate of South Goa, Margao to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government also authorises, under sub-section (2) of section 4 of the said Act, the following Officers to do the Acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. Dy. Collector (LA), Collectorate of South Goa, Margao.
3. Director of Sports & Youth Affairs, Panaji.
4. Director of Settlement & Land Records, Panaji.

6. A rough plan of the said land is available for inspection in the Office of the Deputy Collector (LA), Collectorate of South Goa, Margao for a period of 30 days from the date of publication of this Notification in Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Canacona		Village: Agonda
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts
1	2	3
142/2	O: Govind Vaikunth Dessai. Suresh Vaikunth Naik Gaonkar.	240

1	2	3
142/3	O: Babu Vishwanath Naik Gaonkar.	9850
<i>Boundaries:</i>		
North: S. No. 146/11, 13, 4, 5, 6, 12, 17.		
South: S. No. 142/3.		
East: Road.		
West: S. No. 142/2.		
Total		10090

By order and in the name of the Governor of Goa.

Smt. A. Menezes, Under Secretary (Revenue).

Panaji, 13th August, 1997.

Department of Women & Child Development

Notification

No. 4/24/91-SWD/W&CD

In exercise of the powers conferred by sub-rule (2) of rule 13 of the Goa Probation of Offenders Rules, 1993 (hereinafter called as the 'said Rules') and in supersession of the Government Notification No. 6/35/75-LSG(Vol. II) dated 14-4-1986 the Government of Goa hereby appoints Kum. Pramila Fernandes, Probation Officer, as District Probation Officer (North) and Smt. Sharad Alve, Probation Officer, as District Probation Officer (South) for the purposes of the said Rules.

By order and in the name of the Governor of Goa.

E. Silveira, Under Secretary (Women & Child Development).

Panaji, 11th August, 1997.